Joint Parks/Recreation Committee/ Public Safety Committee

Meeting Notice and Agenda

Village of Cross Plains Municipal Office
2417 Brewery Road
Cross Plains, WI 53528
(608) 798-3241

Tuesday, July 21, 2020
6:00 pm

Please note that due to current spacing requirements concerning COVID-19, the facility will have limited seating. The Village of Cross Plains will provide opportunities for, and encourage that the public participate virtually or by calling in. The log in information is as follows:

Zoom Virtual Meeting Link:
https://us02web.zoom.us/j/84052263822

Conference telephone line:
+1 312 626 6799

Meeting ID:
840 5226 3822

I. Call to Order

II. Public Comment – This is an opportunity for anyone to address the Committee on **ANY** issue **EITHER ON OR NOT ON THE** current agenda. *Please observe the time limit of 3 minutes.* While the Committee encourages input from residents, it may not discuss or act on any issue that is not duly noticed on the agenda.

III. Reports

1. Committee Chairperson

2. Committee Members

IV. Committee Discussion

1. Discussion and possible action regarding Village Ordinance, Chapter 72.03 (r) regarding pets in parks.

2. Discussion and possible action on Ordinance No. 06-2020: Repeal and Recreate Section 21.09(a) and (b) Concerning Animal Control.

3. Discussion and possible action regarding a Park Use Agreement between CP Riders Snowmobile Club and the Village of Cross Plains in accordance with Village Ordinance, Chapter 52.02.

V. Adjournment

Following Public Safety Adjournment, the Parks, Recreation and Conservancy Committee will convene for their normally scheduled meeting.

VI. Committee Discussion

1. Discussion and possible action to approve the minutes of June 15, 2020.

2. Discussion and possible action on the Baer Park (Expansion) concept plan provided by Vandewalle and Associates.

3. Discussion and possible action regarding the Memorandum of Understanding between the Village of Cross Plains and Capital Off-Road Pathfinders.

VII. Adjournment

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or bchang@cross-plains.wi.us

Village of Cross Plains

Parks and Recreation Department

Memorandum

To: Parks, Recreation and Conservancy Committee
From: Michael Axon, Village of Cross Plains Parks, Recreation and Conservancy Director
Date: July 15, 2020
Re: Director's Report

Glacial Valley Playground Update

On Monday, April 27, 2020 the Village Board approved the purchase of new playground equipment at Glacial Valley Park, not to exceed $141,199.00 and to be paid from the Parks and Recreation Department's Fund Balance. Following the meeting and discussion with Village Administrator, Bill Chang, Village Capital Projects were frozen until the Village could assess Village finances following the start to the COVID19 pandemic.

On Wednesday, July 15, the purchase of the equipment was approved and processed with Boland Recreation. The equipment has an estimated arrival date of September 21, 2020. We're excited to get the new equipment installed. Due to COVID19, Village Staff will be performing the install along with a representative from Boland Recreation.

H.M. Zander Community Nature Park – New Signage

As the weather warmed up, we noticed more and more families and children playing near the creek. As we love seeing and hearing stories from our young residents about the crawfish they're catching, snakes they're seeing and how much fun tubing is, we wanted to make sure they were doing so safely.

Following discussion with the Village Board and Police Chief – Tony Ruesga, along with multiple reports that kids were jumping off of the bridge in Zander Park, staff purchased 6 new signs to be added to the pedestrian bridge(s). To date, reports of the activity have decreased and we'll continue to monitor and educate as the warm summer months proceed.

Cross Plains Swimming Pool

The Village of Cross Plains Swimming Pool opened on July 1, 2020. The implementation of new policies and procedures has provided an efficient and safe environment for our staff and participants. To date we've recorded 154 Family Memberships and 18 individual memberships (172) totaling $18,735.00 in general revenue. (2019 Family: 166; Individual 11; (177 - $21,197.00))

Staff has done a wonderful job implementing policies and providing a safe atmosphere for patrons and their peers. The sign-up process and entering the facility has received a tremendous amount of support, with only a few waves, to start the 2020 season. Staff would like to thank the community and patrons for their guidance, support and compliance during this difficult time.

Staff would like to thank Tom and Stacy Bernd, Kendra Kalvin (Cross Plains Stingrays) and Shane Ryan(Madison Aquatic Club) for their teamwork, communication and compliance. You were all wonderful to work with and I'm grateful for your help and service to our community. ~ Thank You ~

Sincerely,

Michael Axon
Parks and Recreation Director
Village of Cross Plains

Memorandum

To: Parks, Recreation and Conservancy Committee
From: Michael Axon, Village of Cross Plains Parks, Recreation and Conservancy Director
Date: July 15, 2020
Re: Parks, Recreation and Conservancy Agenda

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1. ***Discussion and possible action regarding Village Ordinance, Chapter 72.03 (r) regarding pets in parks.***
   In 2016 the Parks, Recreation and Conservancy Committee recommended "repealing and recreating" Chapter 72.03 (r), allowing pets in Village Parks providing they meet eight different criteria, following numerous discussions with the community. The previous ordinance, not allowing pets in any Village Owned Park, was said to be too restrictive.

   Following discussion at the Village Board meeting as they look to "repeal and recreate section 21.09 (a) and (b) Concerning Animal Control", they're asking for discussion and action on the length of the leash that's connected to the pet. At this time, if changes are sought, staff recommends a leash not to exceed 10 feet in distance from the owner. The one thing we can't forget is that some families and children using our parks and open space are scared of pets and/or allergic. At the time of the creation of this ordinance, 6 feet seemed like a safe distance

2. ***Discussion and possible action on Ordinance No. 06-2020: Repeal and Recreate Section 21.09(a) and (b) Concerning Animal Control.***
   Staff (Parks and Recreation Director) recommends using the same language as provided in section 72.03 (r) (1-8) as a bases for recreating section 21.09(a) and (b). This allows for cohesive education and administration for all involved.

3. **Discussion and possible action regarding a Park Use Agreement between CP Riders Snowmobile Club and the Village of Cross Plains in accordance with Village Ordinance, Chapter 52.02.**
   Formal agreements with the CP Riders Snowmobile Club went away in 2014-2015 following a decision by the Village Board to allow snowmobiles on all Village streets. At this time, a request has been made for a Park Use

Agreement be made between the Village of Cross Plains and CP Rider Snowmobile Club, to operate on Village property. Staff is looking for direction on this agreement at this time.

VI. Committee Discussion

1. **Discussion and possible action to approve the minutes of June 15, 2020.** – For Approval

2. **Discussion and possible action on the Baer Park (Expansion) concept plan provided by Vandewalle and Associates.**
   As requested and per our report from the 2019-2024 Parks and Open Space Master Plan, staff recommends the approval of the Baer Park Expansion Plan as presented. This concept plan will be used by staff to explore potential improvements including a new playground, trail and establishing turf fields for active recreation. This plan can also be referenced for discussion surrounding a new aquatics facility.

3. **Discussion and possible action regarding the Memorandum of Understanding between the Village of Cross Plains and Capital Off-Road Pathfinders**.
   Attached to this report is an updated Memorandum of Understanding (MOU) between the Village of Cross Plains and Capital Off-Road Pathfinders. With the report last month of the completion of the trail on Cedar Hill Conservancy and the expiration of the current MOU (July), staff alongside CORP produced an update as presented.

CHAPTER 72 PARKS AND RECREATION

72.01 Definitions
72.02 Purpose and Intent
72.03 Specific Regulations
72.04 Use of Parks; Permits
72.05 Alcoholic Beverages in Parks
72.06 Burning of Prairie Areas
72.07 Penalty

CHAPTER 72 PARKS AND RECREATION

SECTION 72.01 Definitions. As used in this Chapter:

(a) **"Director"** shall mean the head of the Village Parks, Recreation and Conservancy Department or his or her designee.
(b) **"Parks"** shall include all grounds, structures and water courses which are or may be located within any area dedicated to public use as a park, parkway, recreational facility or conservancy district in the Village.
(c) **"Prairie Area"** shall mean any park or detention basin so designated by resolution of the Village Board to be established, preserved or maintained in a natural prairie state.

SECTION 72.02 Purpose and Intent.

The regulations set forth in this chapter are intended to protect and preserve the parks, parkways, recreational facilities and conservancy areas within the Village from injury, damage or desecration and to provide for the maintenance of certain park areas designated by the Village Board in a natural state.

SECTION 72.03 Specific Regulations.

(a) **Park Hours.**
  (1) Public parks within the Village shall be open to the public beginning at 5:00 a.m. daily and shall be closed, and all activities therein shall be terminated, at 10:00 p.m. daily. No person shall enter or remain in any park at any time other than as provided in this section, unless specific written authority is first obtained from the Director.
  (2) The Director may extend the hours of operation for any park for a specified event. Any such extension shall specify the date and description of the event, the alternative opening or closing time approved and any restrictions imposed by the Director as a condition of the extension.
  (3) The provisions of this Section shall not apply to parks used specifically during the weekend of the Cross Plains World's Fair.
(b) **Littering Prohibited.** No person shall litter, dump or deposit any rubbish, refuse, earth or other material in any park.
(c) **Sound Devices.** No person shall operate or play any amplifying system unless specific written authority is first obtained from the Director.
(d) **Reserved.** *Repealed on December 12, 2016 by Ord. 08-2016.*
(e) **Firearms, Fireworks, Bows and Arrows.** No person shall shoot, fire or discharge any gun or pistol, nor possess, shoot, fire or discharge any rocket, torpedo, missile, bow and arrow, crossbow, slingshot or any fireworks or explosive device of any

description, within or into any park unless specific written authority is first obtained from the Director. The word "gun" shall include firearms, gas-operated guns, pellet guns or any other device which will propel projectiles.

(f) **Removal of Park Equipment Prohibited.** No person shall remove benches, seats, tables or other park equipment from any park.

(g) **Camping.** No camping shall be permitted in any park, except when prior approval of the Director is first obtained.

(h) **Trapping.** No person shall trap in any park unless specific written authority is first obtained from the Director.

(i) **Making of Fires.** Except as provided in sec. 72.06, no person shall start, tend or maintain a fire except in personal grills or designated fireplaces. Personal grills shall be used only in designated picnic areas. The use of personal grills is permitted provided lawns and vegetation are not endangered. Unburned fuel and ashes shall be disposed of in such a manner as to prevent fire or damage to any park property.

(j) **Horse and Carriages.** No person shall ride a horse or drive a horse-driven vehicle in any park, except on roads or designated bridle paths, except when approval of the Director is first obtained. It shall be unlawful for any person to ride a horse or drive a horse-drawn vehicle in a careless, negligent or reckless manner which may endanger the safety and well-being of others.

(k) **Bicycles.** All ordinances of the Village relating to the use of bicycles shall be applicable in all parks. Bicycles shall be parked only in areas so designated.

(l) **Interference With Permittee Prohibited.** No person shall in any manner, harass, disturb or interfere with persons holding written permits granted by the Commission for the use of parks, shelter areas or park facilities.

(m) **Protection of Park Property.** No person shall kill, injure or disturb or attempt to injure or disturb waterfowl, birds or animals, wild or domestic, within any park. No person shall climb any tree or remove flowers or fruit, wild or cultivated, or break, cut down, trample upon, remove or in any manner injure, deface, write upon or ill use any tree, shrub, flower, flower bed, turf, soil, sand, fountain, ornament, building, structure, apparatus, bench, table, official notice, sign or other property within any park.

(n) **Reserved.** *Repealed on December 12, 2016 by Ord. 08-2016.*

(o) **Glass Beverage Bottles in Parks Prohibited.** No person shall possess any glass beverage bottle within the limits of the parks of the Village.

(p) **Trespass in Parks.** The Director may declare that a public park, or some portion thereof, is closed if the Director, or his or her designee, determines that use of the park for an organized sports activity may threaten the safety of persons at the park or may damage the park. If such a declaration is made, the Director shall take reasonable measures to make the declaration known to the public. If such a declaration is made and such measures are taken, no person may enter or remain on any such closed park property for a period of 12 hours after the cancelled or

delayed organized sports activity. This subsection does not apply to any person who has permission from said Director to so enter or remain.

(q) **Administrative Rules.** In addition to the specific regulations this Section sets forth, the Director or the Village Clerk may promulgate administrative rules governing the use of parks and park facilities within the Village. Such rules shall be made with the purposes of protecting the health, safety, comfort and welfare of the users of the parks and facilities and others who may be affected by activities occurring in the parks, and of minimizing adverse impacts to the parks, park facilities and surrounding properties. Rules promulgated under this section shall take effect immediately upon posting of the rules at the affected facility, and shall continue in effect until rescinded by the officer adopting the rule or the Commission.

(r) **Pets.** No person shall permit any dog, cat or other pet (collectively "pets") owned by him to be in any Village park except under the following conditions:

(1) No person shall allow any pet owned by him to be within 30 feet of any public building, picnic shelter/area, ballfield or playground.

(2) No person shall allow any pet to run at large in any Village park, except in a designated pet area or dog park.

(3) All persons bringing a pet into a Village park shall secure their pet(s) on a leash 6 feet or shorter in length and maintain their pet(s) under control, meaning connected to a leash held by a person at all times.

(4) Leashed pets shall be allowed on sidewalks, trails and pathways within the park.

(5) All pets must display current rabies tag and current registration tags.

(6) All pet waste must be immediately picked up and disposed of. Bags, scoops or other appropriate implements for the removal of pet waste must be carried by a person bringing a pet onto Village park property.

(7) This subsection shall not apply to certified guide dogs or service animals that are under control by the use of a harness or leash with special cape and are accompanying blind, deaf or mobility impaired persons.

(8) This subsection shall not apply to any canine or police work dog that is assisting the Cross Plains Police Department.

SECTION 72.04 Use of Parks; Permits.

(a) The Village owned parks, park facilities and shelter areas in the Village are primarily for the nonexclusive use of the residents of the Village. However, under proper circumstances, exclusive use of the same may be permitted. This section is intended to regulate exclusive use of Village owned parks, park facilities and shelter areas in the Village to the end that the general welfare of the Village is protected.

(b) A person, group, firm, organization, partnership or corporation may reserve the use of a park, park facility or shelter area located in the Village by written application filed with the Director for a permit for exclusive use of the same.

(c) Applications may be filed with the Director any time after January 2, of each year for use of a park, park facility or shelter area, but any application shall be filed at least 14 days prior to the date on which the exclusive use is requested and shall set forth the following information regarding the proposed exclusive use:

(1) The name, address and telephone number of the applicant.

(2) If the exclusive use is proposed for a group, firm, organization, partnership or corporation, the name, address and telephone number of the headquarters of the same, and the responsible and authorized representative of the same.

(3) The name, address and telephone number of the person who will be responsible for the use of said park, area or facility.

(4) The date when the exclusive use is requested and the hours of the proposed exclusive use.

(5) The anticipated number of persons to use said park, area or facility.

(6) Any additional information which the Director finds reasonably necessary to a fair determination as to whether a permit should be issued.

(d) Applications for the exclusive use of a park, park facility or shelter area shall be approved by the Director and shall be evaluated in the order of the request.

(e) The Director shall act as promptly as reasonably may be on all applications for permits after consulting with the applicant, if necessary.

(f) The application shall be denied for any of the following reasons:

(1) If it is for a use which would involve a violation of Federal or state law or any provision of this Code.

(2) If the granting of the permit would conflict with another permit already granted or for which application is already pending.

(3) If the application does not contain the information required by sub. (c) above.

(4) If it is for a use of a park, park facility or shelter area at a date and time when, in addition to the proposed use, anticipated nonexclusive use by others of the park, park facility or shelter area is expected and would be seriously adversely affected.

(5) If the policing of the exclusive use will require so large a number of persons as to prevent adequate law enforcement to the park, park facility or shelter area involved or of the rest of the Village.

(6) The exclusive use will reasonably create a substantial risk of injury to persons or damage to property.

(7) The exclusive use is so poorly organized that participants are likely to engage in aggressive or destructive activity.

(g) The application may be denied for any of the following reasons:

(1) If the applicant is not a resident of the Village.

(2) If the exclusive use is proposed for a group, firm, organization, partnership or corporation and the said group, firm, organization, partnership or corporation does not have its headquarters, principal place of business or hold regular meetings in the Village.

(h) Prior to granting any permit, the Director may require the permittee to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, running to the Village and such other third parties as may be injured or damaged, in an amount depending upon the likelihood of injury or damage as a direct and proximate result of the exclusive use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the permittee, its agents or participants. Whether or not sureties are required, the permittee shall fully reimburse the Village for any expenses it incurs to repair any damage (beyond normal wear) to the park or park facilities, to clean the reserved area at the expiration of the permit, to replace any keys or re-key any locks upon a failure of the permittee to return all keys to the Village and any cost incurred in obtaining such reimbursement, including reasonable attorney fees.

(i) A permit is not required for exclusive use of a park, park facility or shelter area sponsored by the Village.

(j) The Director, after granting a permit, may revoke a permit already issued if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, other catastrophe or likelihood of a breach of the peace or by major change in the conditions forming the basis of the issuance of the permit.

(k) Each permit shall be in a form prescribed by the Director and shall designate the park, park facility or shelter area involved, date, hours of the exclusive use, purpose of the exclusive use and the name of the person, group, firm, organization, partnership or corporation to which the permit is issued.

(l) All applications for park use permits shall be accompanied by a fee and key/cleanup deposit according to a schedule adopted by Resolution of the Village Board.

(1) Deposits made pursuant to this subsection shall be returned to the applicant if the facilities for which the permit was issued are surrendered in a clean and undamaged condition upon expiration of the permit and all keys issued for access to the facilities are returned to the Village on the next business day. In the event the permittee is liable to the Village for any loss or damage, the amount thereof may be retained from the deposit and the balance, if any, returned to the permittee. Any deposit retained shall be deemed partial satisfaction of the permittee's liability to the Village and neither the retention of the deposit nor return thereof shall preclude the Village from recovering the balance of the amount due.

(2) The Village Board shall have the authority to waive permit fees upon request by the applicant. In considering such requests, the Village Board shall consider the proposed location of the event, whether or not the

proposed event is open to the public, any admission or participant fees to be charged, and whether or not the event is sponsored by a governmental or by a not-for-profit organization.

SECTION 72.05 Alcoholic Beverages in Village Parks.

(a) It is unlawful for any person to possess or consume an alcoholic beverage in any Village park between the hours of 10:00 p.m. and 5:00 a.m. except as provided in Subsections (b) and (c).

(b) An alcoholic beverage license issued by the Village for a particular event may state that it is unlawful for any person to possess or consume an alcoholic beverage at the event after an hour later than 10:00 p.m. The later hour must be stated on the license for the later hour to be effective.

(c) An alcoholic beverage license issued by the Village for a particular event may state that the event is a wristband event. The alcoholic beverage license issued by the Village for a wristband event may state that it is unlawful for any person to possess or consume an alcoholic beverage at the event after an hour later than 10:00 p.m. The later hour must be stated on the license for the later hour to be effective. If an event is designated as a wristband event, a person may possess or consume an alcoholic beverage outside any fenced area on the licensed premises only if the person is eligible to wear, and is wearing, an authorized wristband event wristband.

SECTION 72.06 Burning of Prairie Areas.

(a) **Prohibition.** No person shall ignite, or cause to be ignited any living or dead vegetation within any park, except as specifically provided in this section.

(b) **Maintenance Burning of Prairie Areas.** The Director shall, prior to March 1 of each year, determine which prairie areas or parts thereof, within the Village should be burned in accordance with accepted prairie habitat management practices and authorize the fire chief to cause the burning of such prairie areas.

(c) **Procedures for Burning.**

(1) The Director shall specify the date or dates upon which each designated area shall be burned and cause notice thereof to be published in a newspaper likely to give notice to residents within the Village. Such notice shall include a statement that any such dates may be postponed at the discretion of the Director without further notice.

(2) The Fire Chief shall, to the extent practicable, adhere to the schedule published pursuant to sub. (1), provided, however, that any schedule so established shall be modified as necessary to maximize the safety of firefighters and the public. In establishing a schedule and in making any modification thereto, the chief shall consider the following:

a. The requirements of any applicable fire code and any other applicable statute, regulation or ordinance;
b. All applicable firefighting standards and practices;
c. Weather and all other environmental conditions including, but not limited to, wind speed and direction, moisture, temperature and any other condition which may affect the amount of smoke generated, the dispersion thereof or control of the fire;
d. The safety of firefighters and other personnel engaged in the burning operation and of the citizens and their property;
e. The adequacy of available personnel, equipment and supplies, including the supply of water;
f. Any other factor which may affect the health or safety of any person, the efficiency of the burning operation, the environmental effects thereof or the training benefits obtained by the Fire Department.

(3) All burning operations authorized by this section shall be conducted under the direction and control of the Fire Chief. Each such operation shall be directly supervised by the Chief or Assistant Chief.

(d) **Liability.** Nothing in this section shall be construed to create or increase any liability which might otherwise be imposed upon the Fire Chief, the Fire Department or any of its officers or members, the Fire Board, the Village or any of its boards, commission, officials or employees to any third party.

SECTION 72.07 Enforcement and Penalty.

(a) **Enforcement.** The Director, the Chief of Police or any law enforcement officer designated by the Chief, may suspend any person from further use of any park for violation of any rules adopted under 72.03. Such suspension shall remain in effect for the duration thereof as determined by the Director, Chief or officer when the suspension is imposed. The imposition of a suspension under this paragraph may be appealed to the Village Board. The pendency of an appeal shall not stay a suspension. The Director shall refer any rule violations which also constitute violations of any ordinance of the Village to the Police Department for citation and prosecution.

(b) Any person who violates any provisions of this subchapter, including a violation of any suspension issued under subsection (a) above, shall be subject to a penalty as provided in sec. 1.09 of this Code.

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Agenda Memorandum

Staff/Department: Bill Chang, Village Administrator
Subject Matter: Ordinance 06-2020; Animal Control – Dog Lease Ordinance
Meeting Date: May 26, 2020
Referral History: PSC-05.05.2020

Executive Summary:

This ordinance cleans up language in Section 21.09 and now requires a lease of six (6) feet or shorter for any "domestic animal, chicken, or livestock" when brought into a public building, sidewalk, street, right-of-way, or other public area.

Project Background:

The Village currently does not have a Village wide lease law. Recent complaints have expressed concern over control safety of dogs and other animals not in the owner's control.

This matter was referred from the Village Board to the Public Safety Committee. On May 5, 2020. The Public Safety Committee voted to recommend a village wide lease law. They also believe that control of such animals would reduce the harassment of wildlife.

Code/Policy Review:

Chapter 21 of the Village Municipal Code regulates Animal Control.

Fiscal Impact:

None

Recommendation:

Staff recommends adoption of Ordinance No. 06-2020, Repealing and recreating Sections 21.09 (a) and (b) regarding control of certain animals at large and in the public.

Appendices:

Ordinance No. 06-2020

VILLAGE OF CROSS PLAINS

ORDINANCE NO. 06-2020

AN ORDINANCE TO REPEAL AND RECREATE SECTION 21.09(a) AND (b) CONCERNING ANIMAL CONTROL

The Village Board of the Village of Cross Plains, Dane County, Wisconsin does hereby ordain as follows:

1. **SECTION 21.09(a) Animals Running at Large Prohibited**, is repealed in its entirety and replaced with the following:

   (a) **Animals Running at Large Prohibited.** No domestic animal, chicken or livestock shall be permitted by its owner to run at large in any area within the Village except on the private property of the owner of the animal or on other private property with the consent of the property owner, tenant or person in charge of the premises.

2. **SECTION 21.09(b) Animals Prohibited in Certain Areas**, is repealed in its entirety and replaced with the following language:

   (b) **Animals Prohibited in Certain Areas.** No domestic animal, chicken or livestock shall be permitted by its owner to enter or remain in any public building unless the area is official posted as permitting such animals. All persons bringing a domestic animal, chicken or livestock into a public building, or on to any sidewalk, street, right-of-way or other public area shall secure their animal on a leash 6 feet in length or shorter and maintain their animals under control, meaning connected to a leash held by a person at all times. All animals in public areas must display current rabies tags and current registration tags. All persons bringing an animal into a public area shall be responsible for immediately picking up and disposing of all animal waste. This paragraph shall not apply to certified guide dogs or service animals that are under control by use of a harness or leash with special cape and are accompanying blind, deaf or mobility-impaired persons. This paragraph shall also not apply to any police work dog that is assisting the Cross Plains Police Department or other law enforcement agency.

3. **Severability.** If any portion of this Ordinance or its application on any person or circumstances is held invalid, the validity of this Ordinance as a whole or any other provision herein or its application shall not be affected.

4. **Effective Date.** This Ordinance shall take effect immediately upon its passage and publication.

Adopted this ___ day of _____, 2020.

VILLAGE OF CROSS PLAINS

By: _____ By: _____

Jay Lengfeld, President Bill Chang, Administrator/Clerk

Village of Cross Plains
PARK USE AGREEMENT

THIS AGREEMENT is entered into effective as of the last date of signature by and between the Village of Cross Plains, a Wisconsin municipal corporation (hereinafter the "VILLAGE") and the entity identified below (hereinafter the "LICENSEE").

LICENSEE: **CP Riders Snowmobile Club**
C/O Sara Frye
ADDRESS:
CITY/STATE/ZIP CODE:

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. SCOPE OF USE**.** The Village hereby grants the LICENSEE the right to use the following facilities during the periods identified:

FACILITY: **H.M. Zander Community Nature Park**
1847 Bourbon Road
Cross Plains, WI 53528

PERMITTED USE: **LICENSEE will be allowed to access this space for accessing private businesses and parking only.**

H.M. Zander Community Nature Park – Set up

- LICENSEE shall provide the VILLAGE with a map, highlighting signage and use by XXXX, XX,

Miscellaneous

- In addition to Section 8 of this AGREEMENT, LICENSEE shall provide VILLAGE with an Insurance Certificate, adding the Village of Cross Plains as an additional insured on the LICENSEE's liability insurance policy by xxxxxx

- LICENSEE shall provide the VILLAGE with a written Facility Use Plan for keeping people safe during the contracted time.

- Any request that is not covered in this agreement shall be provided in writing to the Parks & Recreation Director at least 72 hours in advance of when request is needed.

- Any violation of this agreement shall result in written and verbal warnings to the LICENSEE and may result in a forfeiture of time allocated for LICENSEE. The Park and Recreation Director, at his/her own desecration, may deem a violation so severe that he/she may immediately remove LICENSEE, participants from the premises. LICENSEE shall remediate and resolve the violation prior to reuse of the park.

2. CONSIDERATION. In consideration of the above identified use of the FACILITY, LICENSEE shall pay the VILLAGE

3. TERM/TERMINATION. The term of this AGREEMENT shall commence on **July 1, 2020** and terminate on **August 23, 2020**. The VILLAGE may, for any reason or no reason at all, terminate this AGREEMENT upon thirty days' notice.

4. PROPERTY CONDITION. The VILLAGE makes no representations or warranties as to the condition of the FACILITY or its adequacy for LICENSEE'S intended use.

5. LICENSEE RESPONSIBILITIES.

A. LICENSEE shall remove all its property and equipment from the FACILITY outside of the AUTHORIZED PERIODS. LICENSEE is solely responsible for ensuring their property and equipment used is safe and properly maintained. LICENSEE shall have sole responsibility for the protection of LICENSEE'S property and agrees that the VILLAGE shall have no liability for injury to persons during LICENSEE'S activities or damage to, or theft of, property located therein. The VILLAGE shall have no obligation regarding liability for that property.

B. LICENSEE shall provide, at its sole expense, an adult on-site manager during the AUTHORIZED PERIODS, who shall be responsible for supervision of all individuals participating in the activities conducted pursuant to this AGREEMENT.

C. LICENSEE shall comply with, and ensure all of its participants comply with, all rules and regulations which shall be instituted by the VILLAGE from time to time.

D. LICENSEE shall repair all damage to the FACILITY caused by its employees, agents and participants, keep the FACILITY clean and orderly at all times, and not conduct any activity which would reasonably disturb others using the FACILITY. LICENSEE shall not be responsible to clean or maintain FACILITY outside of the intended use of LICENSEE. LICENSEE is under no obligation to leave FACILITY in a condition better than found. LICENSEE may contact the VILLAGE to notify them of repair/cleaning issues that are encountered that are the responsibility of the VILLAGE.

7. INDEMNITY. To the fullest extent allowable by law, the LICENSEE hereby indemnifies and shall defend and hold harmless the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the LICENSEE or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this AGREEMENT regardless if liability without fault is sought to be imposed on the VILLAGE. The LICENSEE'S aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the VILLAGE, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this AGREEMENT.

In any and all claims against the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of the LICENSEE, any sub-LICENSEE, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the LICENSEE or any sub-LICENSEE under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this AGREEMENT or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any contract. This clause is to be read in conjunction with all other indemnity provisions contained in this AGREEMENT. Any conflict or ambiguity arising between any indemnity provisions in this AGREEMENT shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

The LICENSEE shall reimburse the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The LICENSEE'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

8. INSURANCE. LICENSEE shall, at its sole expense, maintain in effect at all times during the term of this AGREEMENT insurance coverage of General Liability:$1,000,000 per occurrence, $2,000,0000 aggregate; Auto Liability: $1,000,000 per occurrence; Umbrella: $6,000,000; Work Comp: $500,000 to the VILLAGE and, upon request, provide a

copy of the insurance policy to the VILLAGE.

9. MISCELLANEOUS PROVISIONS.

A. ENTIRE AGREEMENT: This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are no understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. PARTIES BOUND: This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the LICENSEE may not assign any rights or obligations under this AGREEMENT without the prior written consent of the VILLAGE.

C. SEVERABILITY: If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

D. NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid.

E. NEUTRAL CONSTRUCTION: The parties acknowledge that this AGREEMENT is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any part hereof.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** effective as of the last date of signature below.

VILLAGE OF CROSS PLAINS

By:_____
Jay Lengfeld, Village President

Attest:_____
Bill Chang, Village Administrator/Clerk

_____
Date

_____
Date

MADISON AQUATIC CLUB

By:_____

_____
(Name & Title)

Parks/Recreation Committee

Regular Meeting Minutes

Village of Cross Plains Municipal Office
2417 Brewery Road
Cross Plains, WI 53528
(608) 798-3241

Monday, June 15, 2020
6:00 pm

Please note that due to current spacing requirements concerning COVID-19, the facility will have limited seating. The Village of Cross Plains will provide opportunities for, and encourage that the public participate virtually or by calling in. The log in information is as follows:

Zoom Virtual Meeting Link:
https://us02web.zoom.us/j/82166007774?

Conference telephone line:
+1 312 626 6799

Meeting ID:
821 6600 7774

I. Call to Order

Trustee Francois called the Parks, Recreation and Conservancy Committee meeting to order at 6:05 pm.

Present: Jed Henry, Melissa Hinz, Jennifer Bonti, Sarah Borchardt and Sarah Francois

Also Present: Parks and Recreation Director – Michael Axon

II. Public Comment – None

THOSE WISHING TO SPEAK DURING THE VIRTUAL MEETING MUST REGISTER PRIOR THE START TIME OF THE CURRENT MEETING. YOU ARE ENCOURAGED REGISTER YOUR COMMENT BY SENDING AN EMAIL TO MAXON@CROSS-PLAINS.WI.US AHEAD OF THE MEETING. YOU MAY ALSO CALL THE VILLAGE HALL DURING REGULAR BUSINESS HOURS. THE MEETING ROOM WILL BE OPENED 30 MINUTES BEFORE THE MEETING TO COLLECT REGISTRATIONS. TO REGISTER A PUBLIC COMMENT AT THIS TIME YOU WILL NEED TO RAISE YOUR HAND VIRTUALLY TO BE UNMUTED. TELEPHONE PARTICIPANTS WILL ALSO BE UNMUTED ONE AT A TIME DURING THIS PERIOD TO ENSURE THAT NO ONE IS MISSED.

III. Reports

1. Committee Chairperson – Trustee Francois gave an update regarding Phase II of the Forward Dane Plan.

2. Committee Members – Jed Henry was curious on when the Glacial Valley Park playground would be purchased and installed?

Jed Henry was wondering where we were at regarding the Baer Park (Expansion) concept plan was and when it would be on the agenda?

Jed Henry wanted to know what the Committee's role would be for monitoring the new ATV/UTV ordinance that was passed by the Village Board in June?

3. Parks and Recreation Director – Director Michael Axon presented his report which was part of the June 15, 2020 packet.

Director Axon also responded to Jed Henry's questions above. The Glacial Valley Park playground was approved by the Village Board; after the meeting Village Administrator, Bill Chang froze all capital projects due to COVID19 until further notice allowing the Village time to assess the impact and overall budget. At this time, the project is on hold; information will be presented as it is known.

The Baer Park concept plan will be on the agenda on July 20, 2020, providing the Parks, Recreation and Conservancy Committee are able to meet.

No information was present regarding committee's role for monitoring the new ordinance.

IV. Committee Discussion

1. **Discussion and possible action to approve the minutes of January 20, 2020.** - A motion was made by Jed Henry, seconded by Melissa Hinz, and unanimously carried by the committee, to approve the January 20, 2020 minutes as presented. Motion carried.

2. **Discussion and possible action to approve the minutes of May 18, 2020.** – A motion was made by Melissa Hinz, seconded by Sarah Borchardt and unanimously carried by the committee, to approve the May 18, 2020 minutes as presented. Motion carried.

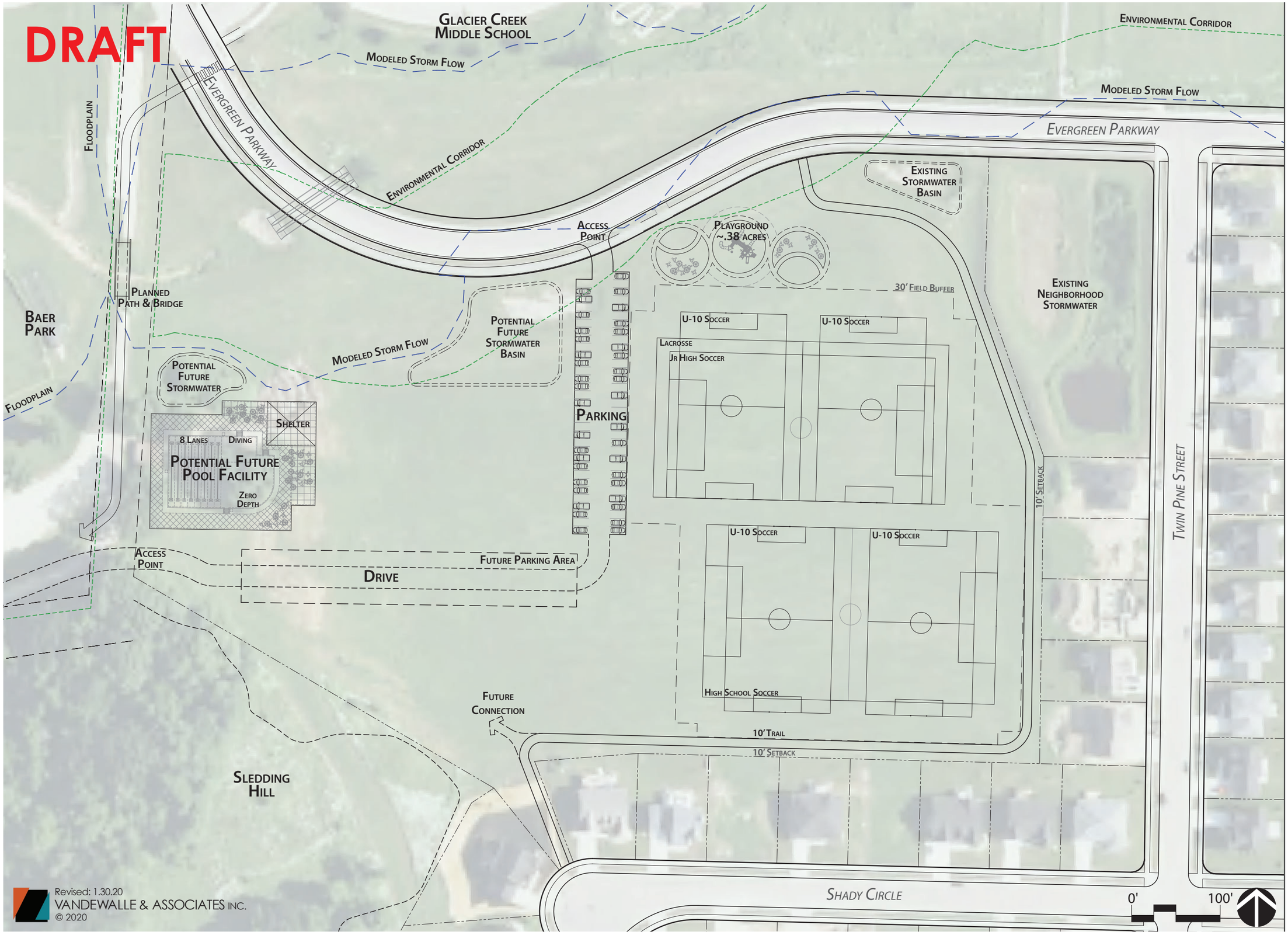
3. **Discussion and possible action regarding the Cross Plains Swimming Pool Opening for the 2020 season.** – Following discussion, a motion was made by Melissa Hinz, seconded by Jed Henry and unanimously carried by the committee, to approve the Cross Plains Swimming Pool Opening for the 2020 season as presented. Motion carried.

4. **Discussion and possible action regarding the Facility Use Agreement between the Village of Cross Plains and the Cross Plains Stingrays.** – Following discussion, a motion was made by Melissa Hinz, seconded by Jennifer Bonti and unanimously carried by the committee to approve the Facility Use Agreement between the Village of Cross Plains and Cross Plains Stingrays as presented. Motion carried.

5. Discussion and possible action regarding the Facility Use Agreement between the Village of Cross Plains and Madison Aquatic Club (MAC). - Following discussion, a motion was made by Jennifer Bonti, seconded by Melissa Hinz and unanimously carried by the committee, to approve the Facility Use Agreement between the Village of Cross Plains and Madison Aquatic Club (MAC) as presented. Motion carried.

V. Adjournment – A motion was made by Jed Henry, seconded by Melissa Hinz and unanimously carried by the committee, to adjourn at 7:14 pm. Motion carried.

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or bchang@cross-plains.wi.us



Baer Park (Expansion)

Village of Cross Plains, Wisconsin

Revised : 1.28.20

Scale : 1"=100'

CONCEPT PLAN

Village of Cross Plains

RESOLUTION NO.

A Resolution authorizing execution of a memorandum of understanding between the Village of Cross Plains and the Capital Off Road Pathfinders, Inc for off road bicycle trails in the Cedar Hill and Cedar Glen Conservancies

The Board of Trustees of the Village of Cross Plains adopts the following Resolution:

WHEREAS, the Village of Cross Plains is interested in providing its citizens with a wide variety of recreational activities; and

WHEREAS, the Capital Off Road Pathfinders Inc., a Dane County Chapter of the International Mountain Bicycling Association, has proposed a plan to build and maintain a network of off-road trails in the Cedar Hill Conservancy with all oversight and approval from the Village of Cross Plains Parks and Recreation Department; and

WHEREAS, the Village of Cross Plains has reviewed this proposal and finds this project to be consistent with its overall planning goals and staff planning guidelines; and

WHEREAS, the Village of Cross Plains Attorney has reviewed the memorandum and finds the agreement to be in order.

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Cross Plains hereby approves the attached Memorandum of Understanding between the Village of Cross Plains and the Capital Off-Road Pathfinders, Inc. and authorizes the Village President and Village Administrator to execute the Memorandum of Understanding.

This resolution shall take effect upon its passage and publication or posting as provided by Law.

Dated this 27 day of July 2020

Village of Cross Plains: Attest:

By:_____ By:_____

Jay Lengfeld, Village President Bill Chang, Village Administrator

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MEMORANDUM OF UNDERSTANDING
BETWEEN CAPITAL OFFROAD PATHFINDERS, INC. AND
VILLAGE OF CROSS PLAINS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") effective this _____, 2020 (the "Effective Date") is made and entered into between the Village of Cross Plains, a Wisconsin Municipal Corporation having an address of 2417 Brewery Road, Cross Plains, WI 53528 (the "Village"), and the Capital Off-Road Pathfinders, Inc a Wisconsin nonprofit non-stock corporation ("CORP") having an address of PO Box 44572, Madison, WI 53744, in connection with the International Mountain Bicycling Association (IMBA). A copy of the CORP bylaws may be obtained at: http://www.madcitydirt.com/index.php?topic=1283.msg9317#msg9317 upon request.

Introduction

The Village is interested in planning, creating, maintaining, and managing off road bicycle trails in the Cedar Hill and Cedar Glen Conservancies (the "Conservancies"). CORP is interested in assisting in the planning, construction, and acting as steward of the multi-use mountain bike trails located in the Conservancies.

Description of the Property

The Cedar Hill Conservancy is more particularly described on the attached Exhibit A. The Cedar Glen Conservancy is more particularly described on the attached Exhibit B. Both exhibits are hereby incorporated by reference.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Village and CORP agree as follows:

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AGREEMENT

I. Permission to Enter Onto and Use the Conservancies for Recreational Activities:
The Village hereby agrees to permit CORP and its members to enter upon and use the Conservancies for the construction and maintenance of off road mountain bike trails. These rights are granted only during the time periods listed in this MOU as set forth Paragraph II below and subject to the remaining terms and conditions of this MOU.

This MOU is entered into in accordance with Wis. Stat. § 895.52.

II. Term:

This MOU shall be in effect for a 5 year period. After 5 years, this MOU may be renewed or a new MOU with similar terms and conditions may be executed with the mutual agreement of the Village and CORP, provided that CORP has complied with all of the terms and conditions of this MOU.

III. Termination:

1. Either party may terminate this MOU for cause, by giving notice in writing thereof to the other party at least 30 days prior to the date on which termination is to take effect. At the end of the 30-day period, all Uses of the property under this MOU shall be immediately revoked.
2. Before providing written notice to terminate as set forth in Paragraph III(1), the terminating party shall provide the other party with a 30-day opportunity to cure any non-compliance with any provision herein or any condition within the Conservancies within its control. If the terminating party determines, in its sole discretion, that such conditions have not been satisfied within 30 days of providing the right to cure, it may terminate the MOU in accordance with Paragraph III(1).
3. The Village may additionally terminate this MOU in the event the Village determines that the continued use of the Trails would be inconsistent with the management needs or objectives of the Village. In exercising its termination rights under Paragraph III(3), the Village shall give CORP 180 days' notice of termination.

IV. Obligations of the Village:

The Village Shall**:**

1. At no charge to CORP for the entire duration of this MOU, the Village conveys by this MOU the right to CORP to use the Conservancies for the purpose of constructing and maintaining a year-round single-track mountain bike trail system for non-motorized use by the public for recreational purposes and for no other use. It is understood that "constructing and maintaining a trail system" may include: , "cutting or removing wood", "harvesting products of nature", or "operating a utility terrain vehicle"
2. Maintain trailheads and related park facilities as they come to fruition.
3. Publicly acknowledge CORP contribution to the construction and maintenance of the trail(s).
4. With sufficient advance notice, publicize CORP/IMBA workdays on Village media; (email, social media, website)
5. Consult with CORP on the development of new mountain biking trails within the Conservancies.
6. Work with CORP to develop and review placement of proposed signage, including trailhead entrances, property boundaries, crossings, information kiosks, and interpretive signage.
7. The Department may allow temporary on property storage for maintenance equipment on a year by year basis;
8. Meet with CORP annually to discuss conditions and seasonal needs of the Trails, and discuss the potential for new trails within the Conservancies.

V. Obligations of CORP

Capital Off-Road Pathfinders, Inc Shall**:**

1. Work with the Village Parks and Recreation Director to review the placement of proposed signage, including trailhead entrances, boundary markers, crossings, information kiosks, donation tubes, and interpretive signage.
2. CORP shall comply with all Village volunteer requirements for land management activities, safety, reporting, required trainings, and safety equipment. The Village Parks and Recreation Director will provide CORP with all required forms and documents.
3. Inspect and maintain the Trails including checking for erosion, obstacles, overhanging branches or brush, downed trees or any other potential hazards and report to the Village Parks and Recreation Director
4. Meet with the Village Parks and Recreation Director annually to discuss conditions and seasonal needs of the Trails, and discuss the potential for new trails within the Conservancies;
5. Not develop any new trails without gaining approval from the Village and shall not modify existing trails without approval from the Village Parks and Recreation Director;

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6. Submit a written report on CORP's trail building activities and maintenance of the Trails to the Village, including where the work was done, what was done, number of volunteers, hours worked, and any other recommendations CORP or the volunteers may have;
7. No cutting of any tree exceeding ten inches (10 in) in diameter at breast height (DBH) in the Conservancies without permission from the Village Parks and Recreation Director nor cut any oak trees or roots between April 15th and October 1st.
8. CORP shall hold no races or competitive, events within Conservancies.
9. Promote the Village of Cross Plains and Parks and Recreation Department in printed materials and electronic publications.
10. Restrict the use of chain saw and other power equipment to trained volunteers working within the scope of approved trail maintenance and construction.
11. All pruning and tree removal shall be done pursuant to Village standards.
12. Corp will assist with the control of invasive and non-native plants.

VI. Mutual Hold Harmless

1. CORP agrees to release, indemnify, defend, and hold harmless the Village, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, resulting from or arising out of the negligent acts or omissions of CORP, its officers, officials, employees, agents or assigns while carrying out this MOU.
2. Subject to the provisions of Chapters 893 and 895 of the Wisconsin Statutes, the Village agrees to release, indemnify defend and hold harmless CORP, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability resulting from or arising out of the intentional acts or negligent acts or omissions of the Village, its officers, officials, employees agents or assigns. The Village does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapters 893 and 895 and related statutes

VII. General

1. CORP shall not assign, sell, or otherwise transfer or encumber in any manner whatsoever, any of the rights, duties, or obligations under this agreement. Any such transfer or encumbrance shall be null and void.
2. This MOU and Exhibits attached hereto constitute the full and complete understanding of the parties regarding the subject matter thereof. This MOU replaces, supersedes and invalidates all prior agreements by and between the parties herein concerning use of the Property described in this MOU.
3. All the terms, conditions and covenants of this MOU shall be binding and shall inure to the benefit of the successors of the parties hereto for which appropriate documentation shall be provided to the other party.
4. This MOU may be amended only by written amendment duly signed by both parties.
5. This MOU shall be construed in accordance with and governed by the laws of the State of Wisconsin.
6. This MOU may be executed in one or more counterparts, which may be transmitted by facsimile or electronic mail, and each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same agreement.

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7. If any provision of this MOU is declared invalid by a court of competent jurisdiction, the remaining provisions of the MOU continue in full force and effect.
8. This MOU in no way restricts the Department from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
9. The principal contacts for this MOU are:

The Village
Michael Axon
Parks and Recreation Director
2417 Brewery Road
Cross Plains, WI 53528
608-798-3241
maxon@cross-plains.wi.us

CORP
Michael Cliff
CORP Trail Steward
Capital Off Road Pathfinders Inc.
PO Box 44572
Madison, WI 53744
Michael.Cliff@madcitydirt.com

Either Party may change its address or contact information by providing written notice to the other party.

IN WITNESS WHEREOF, Village and CORP have caused this MOU to be executed in their respective names by their respective duly authorized representatives.

_____ _____
Jay Lengfeld, Village President Date

_____ _____
Bill Chang, Village Administrator Date

_____ _____
Jon Augspurger, CORP President Date

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Exhibit A - Cedar Hill Conservancy

As-Built Single Track Mountain Bike Trails
June 24, 2020

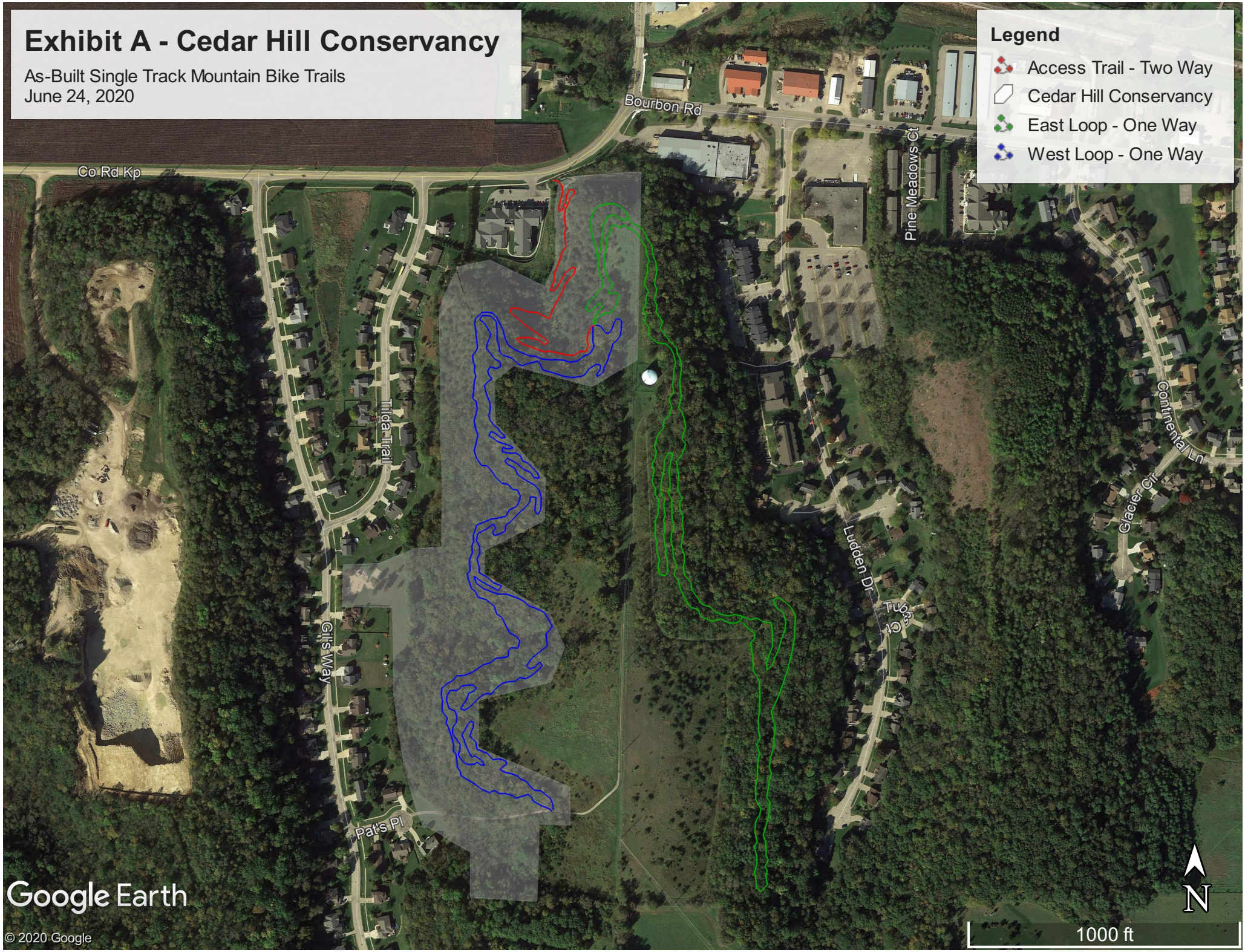
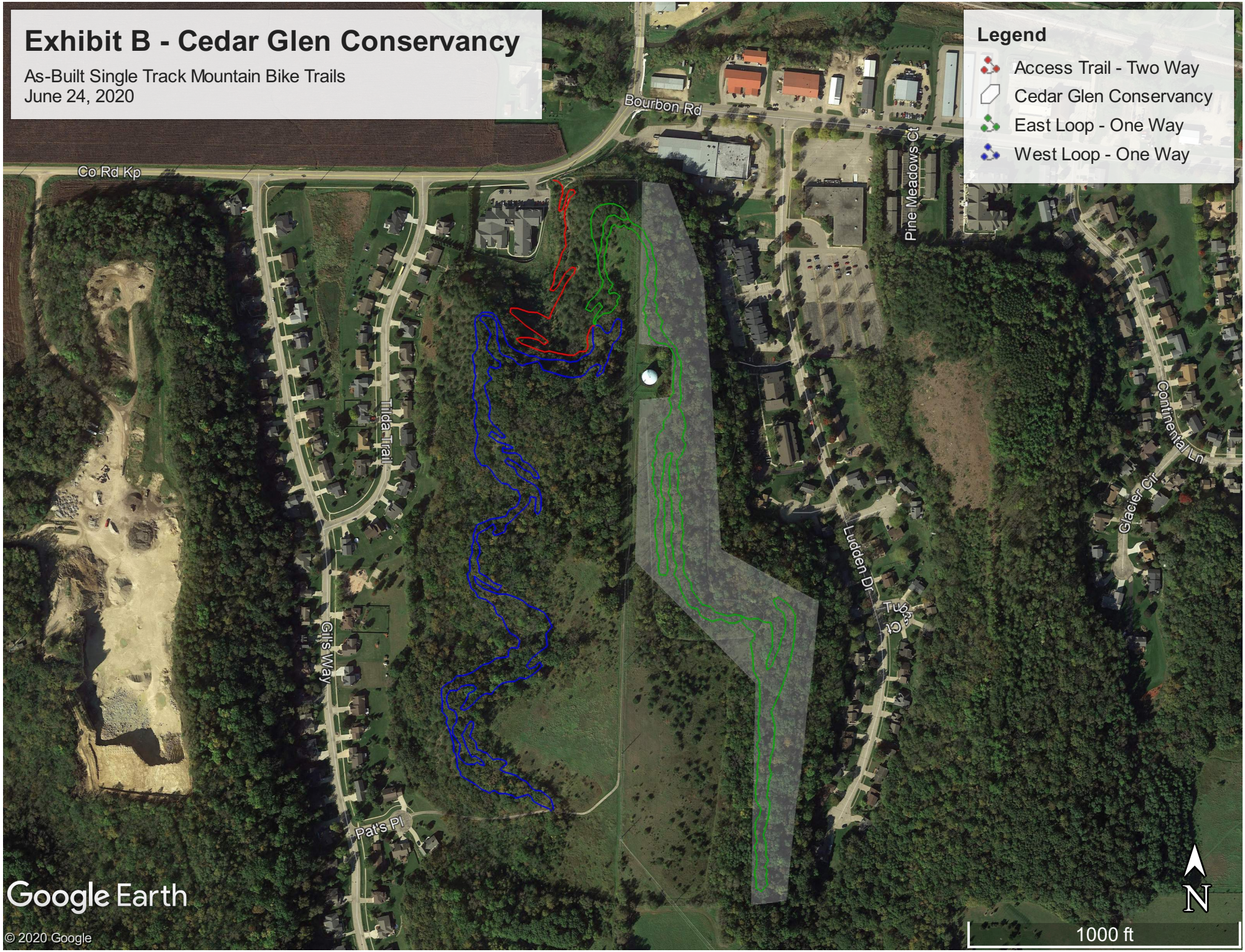


Exhibit B - Cedar Glen Conservancy

As-Built Single Track Mountain Bike Trails
June 24, 2020